



**Harmony Food Cooperative  
Community Kitchen**

**Policy Manual for  
Entrepreneurs**

## **Harmony's community kitchen will serve local producers and the common health of the community by:**

- Initiating a mutually beneficial business model for kitchen users**
- Cultivating opportunities for distribution of local, healthy food.**
- Expanding our commitment to education.**



Harmony Food Cooperative's Community Kitchen is a state-certified commercial kitchen facility available for lease Monday – Sunday, 8 a.m. to 8 p.m. to all community members, community organizations and business groups, food processing entrepreneurs and institutional users who have agreed to follow basic Kitchen Use Policies created to maintain smooth and efficient Kitchen operations. After-hours usage is determined on a case by case basis.

There are two ways to use Harmony's Kitchen: as a Community Member or as an Entrepreneur. This document refers specifically to the Entrepreneurial User. If you are interested in not-for-profit Community use of the Kitchen, contact [productmanager@harmonyfoods.coop](mailto:productmanager@harmonyfoods.coop) or call Lisa at

218.751.2009 ext 111. Harmony's Kitchen Guide to Community Use can also be found on our website: <https://www.harmonyfoods.coop/communitykitchen>.

**Entrepreneurial Use:**  
***Entrepreneurial Rental Policy***

The Harmony Food Cooperative Community Kitchen, a MN Department of Agriculture certified Commercial Kitchen facility, is available for lease to food processing ***entrepreneurs*** and ***institutional users*** that have met the following entrance criteria prior to start-up:

- A Certified Food Manager's License by the MN Department of Health.

***HOW TO OBTAIN A CFM LICENSE:***

*Attend a training course and pass an approved exam from an organization accredited by the ANSI-CFP Accreditation Program. (Estimated cost of the eight-hour training course is between \$100-\$175);*

*Mail initial [application](#), exam certificate and \$35 fee to MDH, PO Box 64495, St. Paul, MN 55164-0495.*

- A license to operate a food business from the MN Dept. of Agriculture or the MN Dept. of Health, depending on your business (cost estimate @\$120/year);
- \$1,000,000 product liability insurance with Harmony Food Co-operative named on the certificate of insurance (Estimated cost: @\$268/year. Source: Northway Insurance Services, 218.751.0821)

The interested entrepreneur may want to review the most recent version of the Minnesota Department of Agriculture's "Starting a Food Business in Minnesota" publication (<http://www.mda.state.mn.us/~media/Files/food/business/startingfoodbiz.ashx>). This document contains checklists that you can use to determine why and whether you want to start a food business, considerations to go through before you start, an outline for writing a business plan, and information about Minnesota Food Code and training requirements.

Entrepreneurs should contact the appropriate regulatory authority to determine the product-specific licensing, food handling, and training requirements of the Minnesota Department of Health (MDH) or Department of Agriculture (MDA), as applicable. Your suggested preliminary contact is:

James Roettger  
Minnesota Dept. of Agriculture Licensing Liaison  
[james.roettger@state.mn.us](mailto:james.roettger@state.mn.us)  
651-201-6622

Before you contact the licensing liaison, please have the following information available:

- Menu – what you are going to produce, and what processes will be used;

- Source of raw materials;
- Proposed market: retail food establishments, Farmer’s Market, Internet sales, etc.

## **Entrepreneurial Lease Agreement**

The Harmony Food Cooperative Community Kitchen provides access to a certified kitchen to those who meet the entrance criteria and complete all required applications, forms, and training and who obtain the appropriate license(s) from the State of Minnesota Department of Health or Department of Agriculture, as appropriate, to process food. A signed lease agreement must be completed prior to start-up.

## **Harmony Kitchen Fee Policy – Entrepreneurial Users**

### **Bill Payment**

Kitchen tenants will be required to pay all rental and service fees on a monthly basis, or as otherwise agreed to by The Harmony Food Cooperative Community Kitchen Director. Payment is due upon receipt and will be overdue after 10 days. Bills with a past due date will result in the termination of the rental agreement until the bill has been paid and may result in the suspension of future rental use.

### **Reserving Time**

You can schedule time in the Kitchen as much as up to a year in advance, or as little as a day in advance depending on the Kitchen’s availability. Rates for lease are as follows:

- **Half-day:** negotiable (4) hour time slots: i.e. (8 a.m. – noon) (noon - 4:00 p.m.) (4 p.m. – 8 p.m.) = \$35.00
- **Full-day:** (12) hour time slot: (8 a.m. – 8 p.m.) = \$70.00
- **Owner Discounts:** If you are a member-owner of the Co-op, you will receive a \$25 off coupon for your first use of the Kitchen, and 10% off Kitchen rates thereafter.

### **Administration Fee**

A \$5.00 administration fee will be included in each billing cycle.

### **Orientation**

Orientation of the Kitchen is free. Please schedule with Kitchen Manager.

### **Check Policy**

A \$35.00 fee will be charged for a returned check.

### **Cancellation Policy**

The Harmony Kitchen requires no less than 24 hours notice of cancellation. Failure to provide 24 hours notice will require payment of the administration fee associated with each reservation.

In the event that equipment failure renders the facility temporarily unusable, at no fault of the producer, the producer with time paid in advance will be given credit for time paid.

### **Overstaying Scheduled Time**

Kitchen tenants who fail to vacate the Kitchen at the scheduled time will be required to pay Harmony for the value of lost revenue for one full day of Kitchen time, \$70.

### **Food Code Non-compliance**

Kitchen tenants who fail to comply with Minnesota food code requirements while utilizing the Kitchen or any other Harmony food-safe space including dry, refrigerated or frozen storage space will be subject to a cleaning deposit of \$50, a termination of lease, or both.

### **Leaving Kitchen Unlocked**

Kitchen tenants who fail to secure the outside exit door of the Kitchen when leaving will be charged a \$100 fine with no exceptions.

### **Policy Review**

The administration has the right to review all policies, including fee structure, and to make adjustments as necessary to the operation of the Kitchen. Changes in general operating policies will become effective immediately upon receipt of notice to processors. Processors will be notified in writing 30 days prior to any changes in fee policy, or rate structure.

### **Equipment Policies**

#### Damaged or Broken Harmony-Owned Equipment

Report broken equipment immediately to the Kitchen Manager. Call the posted phone number or report to the customer service desk immediately.

1. Damage due to normal wear and tear will be paid by Harmony.
2. If damage is due to improper use or negligence, the responsible company/producer will be billed for the expense of repair.
3. Harmony Kitchen is not responsible for inventory, time, or income loss due to equipment failure. Producers should consider buying insurance that will cover this type of loss.

#### Damaged or Broken Non-Harmony-Owned Equipment

Report broken equipment immediately to the Kitchen Manager. Call the posted phone number or report to the customer service desk immediately.

1. Damage to equipment housed in the Kitchen not owned by Harmony shall be the responsibility of the equipment owner.
2. Producers should consider buying insurance that will cover this type of loss.

#### Shared-use of Non-Harmony-Owned Equipment

1. Some Entrepreneurial Users may want to share-use of their personal equipment housed in Harmony's Kitchen. Users will be required to list the names of all accepted users within their Liability Lease Agreement prior to use from a third-party.

### **General Policy**

Proper procedures for using the facility and equipment are posted.

1. Shirts with sleeves are required. Open shoes are not permitted.
2. Animals are not allowed in the building.
3. Producers responsible for the agreement with the Kitchen, or other qualified mutually agreed upon personnel must be on site at Harmony Kitchen at all times while production and cleaning take place.
4. Producers are responsible for keeping his or her own personal equipment and belongings secure.

5. The property of Harmony Kitchen is not to be removed from the facility.
6. Harmony Kitchen will make every effort to provide a secure facility, but cannot be held responsible for personal belongings or products or supplies left behind.

### **Liability**

The Harmony Food Cooperative shall not be liable for any damage to either person or property sustained by the tenant or by any third party arising in any way out of the use, operation, occupancy of premises, or sale or distribution of any product manufactured on the kitchen property. The tenant covenants and agrees to indemnify, defend, and save harmless the Harmony Food Cooperative and its employees from all claims, costs, and liabilities arising from or in connection with: damage or injuries to persons (including death) or property in, upon, or about the Harmony Food Cooperative premises, any portion thereof, or resulting from the sale, distribution, and use of any product manufactured by the tenant on the Harmony Food Cooperative Community Kitchen premises.

### **Security Deposit**

A security deposit will be tendered by the Kitchen User upon initial use of Kitchen Rental. The deposit fee scale is as follows:

- \$50 for individual users and non-profit organizations scheduled to use the kitchen for a duration longer than one week and less than one month;
- \$100 for small business entities scheduled to use the kitchen for a duration longer than one week and less than one month;
- \$150 for any kitchen user scheduled to use the kitchen for a duration spanning over one month.

All security deposits will be returned in full at the end of the duration of kitchen rental or renewed annually, as needed.

### **Public and Product Liability Insurance**

Each *Entrepreneurial* tenant will maintain a minimum of \$1,000,000 of product liability insurance and general liability insurance *with Harmony Food Cooperative Community Kitchen listed as named insured*. Proof of insurance and a copy of the insurance certificate must be on file at the Harmony Food Cooperative Community Kitchen prior to start-up.

### **Schedule**

The Harmony Food Cooperative Community Kitchen director and staff will be in charge of all scheduling of kitchen time. An on-line calendar and a physical in-house calendar are available for tenant review. Reservations may be made up to one year in advance.

### **Access to the Facility**

The Harmony Food Cooperative Community Kitchen is open to the public during normal business hours of 8:00 am – 8:00 pm. The food processing and storage rooms are not open to public access. Only licensed processors or pre-approved individuals may be in the production areas. No one under

the age of 16 is allowed in the food processing areas. Individuals working in the kitchen between the ages of 16-18 must be in the presence of an adult at all times.

### **Number of Tenants in the Kitchen**

In order to prevent cross contamination and to minimize unsafe crowding of the kitchen, no more than four tenants from two individual businesses will be allowed in the kitchen at the same time, provided this is agreeable to both processors, the types of processing are compatible, and safety and sanitation policies are not compromised. The total number of people directly involved in processing allowed in the “kitchen area” may not exceed eight.

### **After Hours Entry**

Access to the facility after hours via keycode may be granted to approved tenants. In order to comply with updated security procedures, ***all keycodes will be changed monthly*** and reissued as needed. All approved tenants must sign a waiver of liability prior to after-hours use. All assigned entrance codes are to be kept confidential. The tenant shall not pass the code on to others including delivery vendors. ***If outside door of Kitchen is left unlocked after Kitchen Use, a \$100 fine will be applied to the last user of Kitchen.***

### **Delivery of Inventory**

Minnesota Food Code requires all ingredients you are using to be stored at an approved facility, e.g., the Harmony Food Cooperative Community Kitchen and/or Harmony Food Cooperative Storage Facilities. All deliveries must be pre-approved by the Kitchen Director or designated staff. Arrangements for receiving deliveries must be made two days in advance. Deliveries must be paid in advance or by pre-established credit with the vendor.

1. Kitchen Users receiving deliveries at Harmony will be responsible for receiving, evaluating, and storing each delivery.
2. Harmony staff ***will*** receive deliveries for Kitchen Users only if the time of delivery and the quantity of delivery is agreed upon in advance. A \$25 cross-dock fee will be charged to the Kitchen User for each delivery Harmony Staff receives.
3. If Harmony staff receives a kitchen user’s delivery, Harmony staff will place deliveries on Kitchen User’s leased storage space AS IS. It is the responsibility of the Kitchen User to inspect all deliveries and report credit requests to vendors within the allotted time. Neither Harmony nor its staff is responsible for any damaged or missing products and/or equipment.

### **Storage of Equipment, Supplies, & Inventory**

The Harmony Food Cooperative Community Kitchen allows long-term storage of equipment, supplies, and inventory for a monthly rental fee, on a first come first serve basis. Dry storage and Cold/Frozen storage is available in increments of shelf-space or number of pallets used. All storage use must be approved by the Harmony Food Cooperative Community Kitchen director or designated staff. All state laws and guidelines applying to food/ingredient storage must be followed by the individual tenant.

### **Storage Fees**

#### Dry Storage:

- Large 42X22 cupboard with drawer = \$15/month
- Medium 22X22 cupboard with drawer = \$10/month
- Stainless steel two part cupboard = \$25/month

#### Refrigerated Storage:

- On-site upper shelf 30X18 = \$15/month
- On-site bottom shelf 30X18 = \$15/month
- Co-op walk-in refrigerated space = \$4/foot/month

#### Frozen Storage:

- Co-op walk-in freezer space = \$4.50/foot/month

### **Inspection**

The Harmony Food Cooperative Community Kitchen and its agents shall have the right to inspect at all times. The state licensing agency and food safety inspectors may inspect without advance notice.

### **Inspection Reports**

A copy of every inspection report must be submitted to the Harmony Food Cooperative Community Kitchen director and will be kept in the on-site tenant file.

### **Food and Equipment Sanitation**

All tenants and their employees/assistants will be required to complete the Harmony Food Cooperative Community Kitchen Usage/Orientation Course under the director of the Harmony Food Cooperative Community Kitchen staff. *Entrepreneurial Tenants* must also show proof of attendance at a state approved food handler's course. All individuals using the kitchen must be in good health, and follow all required sanitation requirements as identified by the Minnesota Food Code including dress code, food handling, equipment sanitation, personal hygiene, hand washing, hair nets, gloves as required by code.

### **Kitchen Forms**

In order to make sure that the kitchen is safe and sanitary at all times, the tenant will be required to complete a kitchen use form (see: Arrival & Departure Checklist) indicating that all areas have been inspected by the tenant and found to be clean and equipment in working order for the following tenants. The hourly report and production report will be completed and turned in the day of use.

### **Products Produced**

All *entrepreneurial* products produced must meet the approval of the Harmony Food Cooperative Community Kitchen director or designated staff. All products must be processed, labeled, packaged,



and warehoused according to the Minnesota Food Code and other local or federal codes as required. Copies of all labels must be included in the on-side tenant file.

### **Ingredient & Packaging Records**

Sourcing of all ingredients and packaging used in the *entrepreneurial* production of foods at the Harmony Food Cooperative Community Kitchen must be identified and filed at the kitchen facility in the on-side tenant file.

### **Notice of Recall, Claims, and Suits**

The Harmony Food Cooperative Community Kitchen staff must be notified immediately of any recall, claims, suits, or pending litigation.

### **HAACP Plans**

Certain food processes or operations (for example, reduced oxygen packaging) require a Hazard Analysis Critical Control Point (HACCP) plan. Approval of these HACCP plans by the State regulatory agency of jurisdiction (MDH or MDA) is required.

### **Dismissal from Facility**

If the tenant fails to comply with contract requirements or policies established by the Harmony Food Cooperative Community Kitchen, dismissal from the facility may result. If the breach of contract or policy puts others at harm or risk, the dismissal will be immediate. Under other conditions, failure to comply one time will result in a verbal reminder and warning. Failure to comply a second time will result in a written warning. Failure to comply a third time will result in suspension for three months. The tenant may return after three months on a probationary period with reviews after each use for three months.

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## **Kitchen Equipment:**

### **Appliances and Commercial grade equipment:**

- TRI-STAR 6 GRIDDLE COMMERCIAL GAS RANGE AND STOVE
  
- AMERICAN RANGE MAJESTIC CONVECTION OVEN DOUBLE DECKER
  
- HOBART 60 QT MIXER

- CLEVELAND ELECTRIC SOUP KETTLE
- ASCEND COMMERCIAL 2-DOOR COOLER
- THREE-DEEP DISHWASHING SINK
- KITCHENAID FOOD PROCESSOR



Whole Foods.  
Community Owned.  
Everyone Welcome.

### **Harmony Cooperative Kitchen Policy Agreement for Entrepreneurs**

I, \_\_\_\_\_, representing my business named  
\_\_\_\_\_ agree to all of the terms listed in the Harmony Cooperative  
Kitchen policy manual.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Entrepreneurial Use: Required Forms & Documents Checklist**

- \_\_\_\_\_ Copy of \$1,000,000 product liability and general liability insurance with Harmony’s Kitchen named on the certificate.
- \_\_\_\_\_ MN Business License
- \_\_\_\_\_ Certified Food Handlers License
- \_\_\_\_\_ Lease/ Facility Use Agreement
- \_\_\_\_\_ Security Deposit (\$100)
- \_\_\_\_\_ Keycode Given (if needed)



**HARMONY COOPERATIVE KITCHEN  
FACILITY USE/LEASE AGREEMENT  
FOR ENTREPRENEURS  
Attachment**

By signing this addendum, I agree that I have read the policies and procedures as outlined in the Harmony Kitchen Policy Manual, and I am willing to follow these policies and procedures. Proof of insurance has been provided as per policy.

As the producer, I assume full responsibility for training employees in the policies and procedures, and therefore assume responsibility for any violations.

I acknowledge that these policies and procedures are subject to change at any time at the discretion of the Harmony Kitchen Administration, and I agree to keep apprised of such changes and update my employees in a timely manner.

Producer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Producer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Kitchen Manager: \_\_\_\_\_ Date: \_\_\_\_\_